

Waiver of Liability, Assumption of Risks, Release & Indemnity Agreement

READ BEFORE SIGNING

This is a binding legal document. The purpose of this agreement is to exempt, waive and relieve Releasees, defined below, from liability for personal injury, property damage, wrongful death or other claims that may result from my being a Participant in the sport and activities of laser tag, an outdoor live action role-play combat game.

In consideration of being permitted to participate in any way in the sport and activities of laser tag at this public venue, and having voluntarily elected to participate, I, as Participant (and as parent(s) or legal guardian(s) of a Participant who is a minor, if applicable), covenant and agree to the following:

1.1. DEFINITIONS.

Releasees are: Brian Smith; AlliedTag and all of its agents, representatives, affiliates, suppliers, or distributors; Greg Gaub; Auburn Lazer Tag Club and all of its agents, representatives, affiliates, suppliers, or distributors.

Participant is the individual who is engaged in the sport and activities of laser tag identified by NAME, ADDRESS, and TELEPHONE as submitted at the end of this form. For any Participant who is under the age of eighteen years, Participant includes the Participant's parents, legal guardians or legal representative.

1.2. RULES, TERMS AND CONDITIONS OF PARTICIPATION.

I have read and understand the Rules, Terms and Conditions of Participation (and have explained them to my minor Participant, if applicable) and will comply with them at all times. The Releasee, in its sole discretion, may terminate my participation at any time if I fail to abide by the Rules, Terms and Conditions of Participation. Management also reserves the right to modify or cancel laser tag activities due to unfavorable weather conditions or technical difficulties.

1.3. APPRECIATION OF RISK.

I comprehend and appreciate that there are foreseeable, unforeseeable and inherent dangers and risks of harm involved in the sport and activities of laser tag. I acknowledge that the activities are physically and mentally intense. I know and understand that the risk of injury from the activities is significant, including the potential for partial or total disability, paralysis and death, and while personal discipline can minimize this risk, the risk of serious injury does exist. I acknowledge there is a risk that my personal property, including clothing, jewelry, equipment and the like, can be lost, damaged or destroyed.

I recognize that these risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants. I acknowledge that these risks may arise from the conditions and use of the public venue and related premises, including slipping, colliding with, or falling on rocks, boulders, logs, trees, stumps, land, water or any other substance. I understand that these risks and dangers may be caused by my negligence or the negligence of others, including the Releasees. I acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, of any maintenance, inspection, supervision or control of said premises and for the failure to warn of dangerous conditions existing at said premises, for failure to maintain or inspect equipment supplied to me, for negligent selection or retention of certain Releasees, or negligent supervision or instruction by Releasees. I understand and agree that all of the risks and dangers described throughout this agreement, including those caused by my negligence and/or others, are included within the waiver and release described herein. I (and as parent(s) or legal guardian(s) of a Participant who is a minor, if applicable), KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN.

1.4. RELEASE & DISCHARGE.

I, (and as parent(s) or legal guardian(s) of a Participant who is a minor, if applicable), HEREBY RELEASE, DISCHARGE AND HOLD HARMLESS the Releasees from and against any and all claims, liability and/or causes of actions I may have or that may be made on my behalf or by my spouse, children, heirs and legal representatives, for death, wrongful death, personal injury (whether physical, emotional and/or psychiatric or any combination thereof), loss of consortium, property damage and/or breach of contract or any other damage, occasioned by, arising out of or incidental to my participation in the activities of laser tag WHETHER OR NOT RESULTING FROM OR CAUSED BY NEGLIGENCE by, of and/or on the part of Releasees.

1.5. INDEMNITY.

I shall defend, indemnify and save harmless Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my participation (or that of my minor Participant, if applicable) and to reimburse them for any such expenses incurred. I agree that this Agreement may be pleaded as a bar to any action, suit or proceedings taken at any time against any Releasee by me (or on behalf of my minor Participant, if applicable).

1.6. SEVERABILITY.

I (and as parent(s) or legal guardian(s) of a Participant who is a minor, if applicable), further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

1.7. BINDING ON SUCCESSORS.

This agreement binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and enures for the benefit of the Releasees and its successors and assigns.

1.8. DISCLAIMER.

This club event is not being sponsored by the City of Auburn Parks and Recreation Department and the City of Auburn assumes no responsibility for the conduct of or safety of the event/activity. In consideration for the priveledge of using the park, the City of Auburn shall be held harmless from any cause of action, claim, or petition filed in any court or administrative tribunal arising out of the use of this park, including all costs, attorney's fees, and judgements or awards.

1.9. PRIVACY.

I (and as parent(s) or legal guardian(s) of a Participant who is a minor, if applicable), understand that this document will be stored in the posession of the Releasees for legal purposes only, and that my name, address, and telephone number will NOT be shared, distributed, sold, or given away.

1.10. SIGNATURES.

I HAVE READ AND DO VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT, and further state and agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

PARTICIPANT

_____		_____	
Name		Telephone or Mobile Phone	
_____		_____	
Address	City	State	
_____		_____	
Participant's Signature		Date	

If Participant is under the age of 18, A PARENT OR LEGAL GUARDIAN must fill out the items below.

I have read and agree to the terms set forth above in this WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT. Furthermore, I permit my dependent to participate in the sport and activities of laser tag under the terms of the foregoing agreement.

_____		_____	
Printed Name		Telephone or Mobile Phone	
_____		_____	
Signature		Date	